

Mike MIROYAN
Box 3181
Saratoga Ca.

95070

408-913-3123

E: MAC8881@me.com

FILED

JUL 18 2022

U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

RECEIVED
US BANKRUPTCY COURT

2022 JUL 18 P 3:56

200 SOUTH FIRST ST
SAN JOSE, CA 95113

United States Bankruptcy Court
Northern District of Calif.

in RE: Hawaiian
Riverbend, LLC

Case # 22-50314

Request for extension
of time to hire an
attorney and to answer
the pleadings by
opposing counsel
Judge Stephen Johnson

July 18, 2022

July 2, 2022 hearing date

Comes now Michael Miroyan requesting
an extension of time to hire an attorney and to answer
the pleadings. I thought I had it done but it didn't
work out see the enclosed exhibits. See declaration of
Michael Miroyan on pages 3 & 4 with exhibits 5-19 of
this 19 pg. filing. Respectfully submitted
Gwenne Anttila
Mury

Office 2901

From: Michael Miroyan <mac8881@me.com>
Sent: Monday, July 18, 2022 3:26 PM
To: Office 2901
Subject: Fwd: [EXTERNAL] Fwd: DOCUMENTS REQUESTING AN EXTENSION OF TIME

*see Miroyan Declaration
next page*

Sent from : #17phonemm'22

Begin forwarded message:

From: Tuan Huynh <tuanhuynh@kw.com>
Date: July 18, 2022 at 3:25:17 PM PDT
To: Michael Miroyan <mac8881@me.com>
Subject: Fwd: [EXTERNAL] Fwd: DOCUMENTS REQUESTING AN EXTENSION OF TIME

I appreciate your business.

Thank you.

Tuan (Ricky) Huynh / Follow me: [Facebook](#)
Cell: 408-579-9999 | Lic# 01999546 / [LinkedIn](#)
Realtor @ Keller Williams Silicon City / [Twitter](#)

Begin forwarded message:

From: Michael Miroyan <mac8881@me.com>
Date: July 18, 2022 at 1:58:00 PM PDT
To: Arasto Farsad Attorney & Nancy Weng <farsadlaw1@gmail.com>, "Weng, Nancy" <nweng@tsaoyee.com>
Cc: Asher <traderash@aol.com>, tuanhuynh@kw.com, Hoffman Jeff <jeff@jedwardscompany.com>
Subject: Fwd: [EXTERNAL] Fwd: DOCUMENTS REQUESTING AN EXTENSION OF TIME

Sent from : #17phonemm'22

Begin forwarded message:

From: Michael Miroyan <mac8881@me.com>
Date: July 18, 2022 at 1:07:31 PM PDT
To: Arasto Farsad <farsadlaw1@gmail.com>
Cc: Nancy Weng <nancy@farsadlaw.com>

Subject: Re: [EXTERNAL] Fwd: DOCUMENTS REQUESTING AN
EXTENSION OF TIME

*Declaration of
Michael Mironyan*

Dear Attorney, Mr. Arasto Farsad ,

You , Sir, took my \$8000 cash deposit on July 15, 2022 and gave me a receipt for it . And the day before on July 14, 2022 you told me and so did Nancy that you were my attorneys representing me in my 2bankruptcy cases in the northern district of California case #22-50314. re:Hawaiian Riverbend, LLC and also in case #22-50339 my chapter 13 personal case. You told me to get the money and that's what I did the following day on Friday the 15th of July , 2022; you gave me a receipt for that money and your paralegal sent me documents that you were going to file on my behalf asking judge Stephen Johnson for a one week extension because he gave me only had eight or nine business days between July 1 and July 18 for the hiring of an attorney , bringing him up to speed in over 6 years of litigation and make a filing answering Wayne Silver's 162 page voluminous filing that was the plan until you created an argument w/me because I objected to the words in your declaration "drop dead date " ...objecting to three words in your declaration which were unnecessarily harsh and what you were doing to me because of that... you went into a fit and did what you planned on doing all along which was dumping my case and dumping me .

Further evidence that you and Nancy Weng we're retained as my attorneys can be found in the fact that Nancy took a phone call from the buyer Joan Hunzinger of the 6ac piece of property in my chapter 13 bankruptcy and her attorney, Steve Jakubowski and discussed that sale with them amongst other things on my behalf, Representing what we all knew ... that she was my attorney.

On today's date July 18, 2022 you had your conference call with Wayne Silver which had been set up since Friday, 15 July .

My understanding was you were going to ask Mr. Silver or explain to him that you needed a little bit more time ...you were going to ask him for one week to get this filing done and you said it was no big deal because there's plenty of equity for the first mortgage holder , the Kai family trust at \$1.5 million when the tax assessor has it assessed this year at \$3.8 million.

You were going to ask mr. Silver, for one week to get this filing done and you said it was no big deal because there's plenty of equity for the first mortgage holder the Kai family trust at \$1.5 million when the tax assessor has it assessed at \$3.8 million and you were aware that the property was going to be listed at \$6 million or more and that I had represented to you that it was worth that much money so that's \$4.5 million dollars in equity . And therefore, you expected Silver to give you that week because there was no harm to his clients whatsoever .

And I told you that the way things are going with this judge Johnson, the way things are going with Mr. Silver and Mr. Berger, My LLC's attorney who threw me under the bus and rode off into the sunset because judge Johnson, let him do that, with my \$25,000 without even talking to me or asking me if I was OK with it , and without any attorney

coming into the case to make for a smooth transition he let Berger walk away with the money in a clear abuse of his discretion leaving my LLC without a voice twisting naked in the wind and Judge Johnson made me having to find a lawyer in nine days bring him up to speed on 6 years of litigation and make a pleading which is totally outrageous and in my opinion you might not get Mr. Silver, to permission to do that .

Then you said on the pleadings I saw in your office to confirm that you were going to go ex parte to Judge Johnson who, by the way abused his discretion by cramming me into this crazy time scenario it's enough to drive everybody crazy even I begged him three times at the hearing to please give me some more time and he refused.

In mentioning this to you I mentioned that judge Johnson should be recused for such an abuse of discretion because he obviously is biased and prejudiced against me forcing me into such an unbelievable timeframe in which it was virtually impossible to get it done.

But I thought I did get it done you told me I did you said not to worry about it. And after this Saturday the 16th blowout I thought cooler heads will prevail until I came to your office for the 12 o'clock phone call with you and Wayne Silver, and I heard through the door and I tape recorded it Your words to Mr. Silver, which were : " nobody likes the guy and don't worry about anythinghe's gonna lose everything referring to me, your client and the reason I did that was because your office phone was disconnected phone number 408-641-9966 and your paralegal Steve I called and left messages and sent an email to please resend me the documents and he never did and then I realize you're throwing me under the bus also....No chance to get this in front of the court or do what we had planned on doing it's likely the judge Johnson will turn over my property with all of this equity to United States Trustee in which case I will lose millions of dollars in equity and that has been your scam all along with your buddy Mr. Wayne Silver.... 2lawyers stealing from a senior citizen his equity and conniving together to screw your own client. It's quite disgusting Mr. Farsad . And I heard your words with my own ears clearly in your office today !

The Email sent to you previously was sent in error and it hadn't been proofread.

By the way Arasto, I see you got your office phone turned back on at 1:38pm But it was disconnected and no longer in service all morning and we have a recording of that so it's just more guilt that you got on your plate now because you hooked it back up after you turned it off And the way you came at me outside of your office in the hallway today thank you were ready to beat me up a senior citizen 70 years old you scare me dude you're out of control and when you are out of control you blame it on drugs and whatever else you wanna blame it on but it's all a bunch of happy nonsense ! you're busted and you're guilty of everything that I have truthfully recounted in this email. I, Michael Miroyan, under penalty of perjury, of the laws of the state of California, do hereby swear, that all of the above is true.

I can't thank you enough for this total mess you've created in my life and may God punish you for it. You, Arasto Farsad, are a dangerous man, and to think that I liked you and trusted you.... it just blows my mind how scandalous you are.

Very truly yours,

Michael Miroyan

Sent from : #17phonemm'22

Office 2901

From: Michael Miroyan <mac8881@me.com>
Sent: Monday, July 18, 2022 2:34 PM
To: Office 2901
Subject: [EXTERNAL] Fwd: TMK#:6-8-002-053
Attachments: TMK.pdf

Caution! This email originated outside of FedEx. Please do not open attachments or click links from an unknown or suspicious origin.

Sent from : #17phonemm'22

Begin forwarded message:

From: Michael Miroyan <mac8881@me.com>
Date: July 18, 2022 at 9:36:00 AM PDT
To: "Weng, Nancy" <nweng@tsaoyee.com>, farsadlaw1@gmail.com
Subject: Fwd: TMK#:6-8-002-053

Sent from : #17phonemm'22

Begin forwarded message:

From: Michael Miroyan <mac8881@me.com>
Date: July 18, 2022 at 12:02:11 AM PDT
To: Hotel Best Western Lanai <lanagardeninn@yahoo.com>
Subject: Fwd: TMK#:6-8-002-053

Print for room 216

Sent from : #17phonemm'22

Begin forwarded message:

From: john@liveinkona.com
Date: July 17, 2022 at 4:08:00 PM PDT
To: mac8881@me.com
Subject: TMK

Here is the tmk that I will attach for signing.

John Miller
Berkshire Hathaway Hawaii Island Properties
808-315-5501

5



WELCOME, JOHN MILLER

June 6, 2022 - 3:22 PM

Taxkey: 3-6-8-2-53

Subdivision: WAIKOLOA

SEARCH

TMK ✕

PROPERTY BASICS

RECENT ▾

Owner: HAWAIIAN
RIVERBEND LLCTax Payer: HAWAIIAN
RIVERBEND, LLCTax Bill: PO BOX 3181,
SARATOGA, CA 95070 USA

Search History Ⓞ

Tenure: Fee Simple

Annual Tax (2021):
\$37,062.66

Buildings: 0

Zoning:

Dwellings: 0

PITT Code: 3-
COMMERCIAL(All Island)

Land Use: 0

Census Tract: 217.04

Bedrooms/Baths: 0/0

Lot#: 9-C

Zip: 96738

Land Size: 14.62 ac

Legal Info: LOT 9-C 14.622 AC DES RP 5571 LCAW 8521-
B:1 TOG/ ESMT AE-1 FOR ACCESS PURPOSES

Assessed Values

Exemptions

Year Property Taxes	Land	Building	Tax Assessment	Land	Building	Total
2022	\$3,810,400	\$0	\$3,810,400 +\$346,600 +10.01%	\$0	\$0	\$0
2021 \$37,063 No Change	\$3,463,800	\$0	\$3,463,800 No Change	\$0	\$0	\$0
2020 \$37,063 +\$716 +1.97%	\$3,463,800	\$0	\$3,463,800 +\$66,900 +1.97%	\$0	\$0	\$0
2019 \$36,347 +\$30,195 +490.78%	\$3,396,900	\$0	\$3,396,900 +\$2,738,900 +416.25%	\$0	\$0	\$0
2018 \$6,152	\$658,000	\$0	\$658,000	\$0	\$0	\$0

SALES

8/9/2018	TRANSD	MIROYAN, MICHAEL, Single Man(Tenants in Severalty)	\$0 DOC 67950847	BOC
4/16/2020	TRANSD	HAWAIIAN RIVERBEND LLC, Limited Liability Company	\$0 DOC 74110749	BOC

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PDF

Office 2901

From: Michael Miroyan <mac8881@me.com>
Sent: Monday, July 18, 2022 2:34 PM
To: Office 2901
Subject: [EXTERNAL] Fwd: Listing agreement
Attachments: Michael_Miroyan_Hawaii_Riverbend-Documents.pdf

Caution! This email originated outside of FedEx. Please do not open attachments or click links from an unknown or suspicious origin.

Sent from : #17phonemm'22

Begin forwarded message:

From: Michael Miroyan <mac8881@me.com>
Date: July 18, 2022 at 9:39:22 AM PDT
To: "Weng, Nancy" <nweng@tsaoyee.com>, farsadlaw1@gmail.com
Subject: Fwd: Listing agreement

Sent from : #17phonemm'22

Begin forwarded message:

From: Michael Miroyan <mac8881@me.com>
Date: July 18, 2022 at 12:00:57 AM PDT
To: Hotel Best Western Lanai <lanagardeninn@yahoo.com>
Subject: Listing agreement print for room 216

Sent from : #17phonemm'22



EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT
Hawai'i Association of REALTORS® Standard Form
 Revised 10/21 For Release 05/22



COPYRIGHT AND TRADEMARK NOTICE: THIS COPYRIGHTED HAWAII ASSOCIATION OF REALTORS® STANDARD FORM IS LICENSED FOR USE UNDER TERMS OF THE HAWAII ASSOCIATION OF REALTORS® STANDARD FORM LICENSE AGREEMENT LOCATED AT <http://www.hawaii Realtors.com/standard-form-policy>. The use of this form is not intended to identify the real estate licensee as a REALTOR®, REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to its Code of Ethics.

Licensee and Brokerage Firm is ☒ is not ☐ a REALTOR® and member of the National Association of REALTORS®. Seller is aware that the National Association of REALTORS® holds its members accountable for their actions through a strict Professional Code of Ethics, which includes a grievance system to address complaints. Non-members are not required to participate in the grievance system.

Property Reference or Address: 3-6-8-2-53, Waikoloa, HI 96738

Tax Map Key: Div. 3 /Zone 6 /Sec. 8 /Plat 2 /Parcel 53 /CPR 0000 (if applicable).

Berkshire Hathaway HomeServices Hawaii Island Properties

Brokerage Firm

RB23208

808-796-3150

State License No.

Phone

75-5722 Kuakini Hwy B104

Address

Kailua Kona, HI 96740

John Miller

Real Estate Licensee

RS-70700

State License No.

(808)315-5501

Phone

Seller's Name

Authorized Representative

Title

Hawaii Riverbend LLC

Seller's Name

Authorized Representative **Michael Miroyan**

Title **Owner/manager**

Seller's Name

Authorized Representative

Title

Seller's Name

Authorized Representative

Title

Seller's Name

Authorized Representative

Title

Seller's Name

Authorized Representative

Title

NOTE: Prior to executing this Exclusive Right-To-Sell Listing Contract, Seller is obligated to provide Brokerage Firm with a list of prospects received from Seller's former Listing agent, if any. See D-11.

SECTION A: TERMS AND CONDITIONS BETWEEN SELLER AND BROKERAGE FIRM

A-1 AGENCY: The Buyer and/or Seller in a real estate transaction in Hawai'i may retain a real estate Brokerage Firm as their agent. In such case, the Buyer and/or Seller is represented by the Brokerage Firm and all of its licensees. Hawai'i law requires real estate licensees to disclose orally or in writing to Seller and/or Buyer whom the licensee represents. The form of representation may be one of the following:

- (a) **Seller's Agent.** Brokerage Firm represents Seller only. Seller's Agent owes the highest duties to Seller, including confidentiality, loyalty, and due care and diligence.
- (b) **Buyer's Agent.** Brokerage Firm represents Buyer only. Buyer's Agent owes the highest duties to Buyer, including confidentiality, loyalty, and due care and diligence.
- (c) **Dual Agent.** Brokerage Firm represents both Buyer and Seller. This commonly occurs when licensees in the Brokerage Firm representing Seller have a Buyer client looking for types of property similar to Seller's property. In such event, the Brokerage Firm and all of its licensees represent both Buyer and Seller and are dual agents. Dual agents must remain neutral in negotiations and must not advance the interest of one party over the other.

Seller ☒ agrees ☐ does not agree to Dual Agency

If Seller agrees, then a separate written Dual Agency Disclosure and Consent form or Designated Agency Disclosure and Agreement form is required with the Purchase Contract under Hawai'i law.

- (d) **Customer.** Seller's Agent can also assist Buyer as a customer. As a customer, Buyer is not represented by Seller's Agent. Seller's Agent can assist Buyer in writing the Purchase Contract, can present the Purchase Contract to Seller, and can report back to Buyer any acceptance or request for changes to the Purchase Contract.

BROKER'S INITIALS & DATE

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 Exclusive Right-To-Sell Listing Contract
 RR101 Rev. 10/21

Page 1 of 5

SELLER'S INITIALS & DATE

Berkshire Hathaway HomeServices Hawaii Island Properties, 75-5722 Kuakini Hwy 104B Kailua-Kona HI 96740
 John/Pam Miller

Phone: 8083155501 Fax:
 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Michael Miroyan



A-2 **OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants and certifies that:

- (a) Seller is the owner of the Property,
- (b) Only those named above have title to the Property,
- (c) Seller has the authority to execute this Listing Contract and to sell the Property, and
- (d) Seller is not a party to any other listing contract or commission agreement to sell the Property.

A-3 **EXCLUSIVE RIGHT TO SELL:** "Exclusive Right To Sell" means that Seller shall list the Property with Brokerage Firm only and that Brokerage Firm is entitled to a commission if the Property is sold by Brokerage Firm or Seller. Seller hereby employs Brokerage Firm as Seller's agent and grants Brokerage Firm the exclusive and irrevocable right to sell or exchange the Property identified above and described on the attached EXHIBIT A (MLS Property Input/Information Sheet). Seller shall conduct all negotiations regarding the sale of the Property only through Brokerage Firm, and will refer to Brokerage Firm all communications received in any form relating to the sale of the Property from any source during the Listing Period.

A-4 **LISTING PRICE:** Six Million, Four Hundred Thousand US DOLLARS
(\$ 6,400,000.00).

A-5 **LISTING PERIOD:** Begins (date) July 17, 2022 and ends at 11:59 PM (HST) on (date) January 17, 2023.
Either party may end the Listing Contract with Seven (7) calendar days' advanced written notice to the other. However, neither party may end this Listing Contract before 11:59 PM (HST) on (date) October 17, 2022 unless Seller and Brokerage Firm agree in writing, to an earlier date.

A-6 **ITEMS INCLUDED OR EXCLUDED:** Unless specifically excluded in Exhibit A which is made part of this Listing Contract, all fixtures and built-in appliances attached to the Property will be included in the sale. Personal property and staging items will be excluded.

A-7 **COMPENSATION TO BROKERAGE FIRM:** Seller agrees to pay Brokerage Firm in US Dollars,
7% of Sales Price

on the occurrence of any of the following:

- (a) Brokerage Firm, Seller, Cooperating Broker or any other person procures a Buyer (or Buyers) who offers to purchase the Property on the price and terms of this Listing Contract, or on any price and terms acceptable to Seller, during the Listing Period or any extension of the Listing Period, no matter who (including Seller) procures the Buyer.
- (b) Brokerage Firm procures a Buyer (or Buyers) ready, willing and able to pay the Listing Price and meet the other material terms of this Listing Contract, and Seller refuses to sign the Purchase Contract.
- (c) Brokerage Firm procures a ready, willing and able Buyer who meets the price and terms acceptable to Seller, executes a Purchase Contract with a Buyer and Seller subsequently defaults under the terms of the Purchase Contract.
- (d) Seller withdraws Property from sale before the end of this Listing Contract without the consent of Brokerage Firm and without proper notice.
- (e) If Seller enters into an option agreement with a Buyer, Seller agrees to pay one-half of the option consideration. However, Seller will not pay more than what would have been Brokerage Firm's full commission. Seller will pay the balance of the commission, if any, and any agreed upon general excise tax when the option is exercised, even if the option is exercised after the expiration of the Listing Contract.
- (f) If any defaulting Buyer's deposits are forfeited, Brokerage Firm is entitled to one-half of such deposit, not to exceed what would have been Brokerage Firm's full commission.
- (g) Protection Period is exercised in A-9 below.

A-8 **COMPENSATION TO COOPERATING BROKERAGE FIRM:** Brokerage Firm is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS") by offering to MLS brokers out of Brokerage Firm's compensation of either
4.000 % Four Point Zero

of purchase price, or \$ _____, Brokerage Firm is authorized to cooperate with and compensate other brokerage firms operating outside the MLS at Brokerage Firm's discretion.

A-9 **PROTECTION PERIOD:**

- (a) **Protection Period and Prospects List for this Listing Contract.** The Protection Period under this Listing Contract is the designated period of time after the expiration or termination of this Listing Contract during which Seller may be obligated to pay Brokerage Firm compensation even after such expiration or termination of this Listing Contract and Brokerage Firm no longer represents Seller as listing agent. The obligation of Seller to compensate Brokerage Firm during the Protection Period is based on the terms and conditions as set forth below.
 - (1) The Protection Period for this Listing Contract is Ninety (90) calendar days after expiration or termination of this Listing Contract.
 - (2) Within ten calendar (10) days from expiration or termination of this Listing Contract, Brokerage Firm shall provide Seller with a written prospects list that shall contain names of prospective buyers to whom the Property was introduced during the term of this Listing Contract (Prospect's List). If Brokerage Firm fails to submit a Prospect's List to Seller within the time specified, then the Protection Period shall not apply to Brokerage Firm.
 - (3) If during the Protection Period Seller enters into an accepted Purchase Contract, exchange agreement or grants an option to purchase the Property under a Purchase Contract, with any prospective Buyer whose name appears on a timely submitted Prospects List as provided in Paragraph A-9 (a)(2) above, Brokerage Firm shall be entitled to compensation.
 - (4) Compensation owed to Brokerage Firm under this Protection Period shall be paid pursuant to Paragraph A-7 (g) above.

A-10 **ADDITIONAL TERMS BETWEEN SELLER AND BROKERAGE FIRM:**

- 1. Should John Miller represents both buyer and seller gross commission will be 5% of sales price.
- 2. Seller may have up to 4 exclusions those names to be provided by 7/22/2022. Should one of them buy the property Berkshire Hathaway will be compensated 2.5% of sales price.
- 3. Any sale and terms to be approved by the Bankruptcy Court.
- Nothing Follows.

BROKER'S INITIALS & DATE

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SELLER'S INITIALS & DATE

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RR101 Rev. 10/21 For Release 5/22

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Michael Miroyan

SECTION B: BROKERAGE FIRM'S OBLIGATIONS

- B-1 **BEST EFFORTS:** Brokerage Firm agrees to use its best efforts to achieve the sale of the listed Property to a qualified Buyer at a price and upon terms acceptable to Seller.
- B-2 **MARKETING:** Upon execution of this Exclusive Right-To-Sell Listing Contract, Brokerage Firm is authorized to:
- (a) Place a for sale sign on the Property and install a Lock Box on the Property, if not otherwise prohibited.
 - (b) Advertise the Property for sale by way of the MLS, internet, newspaper, radio, TV, Social Media or any other means that are in compliance with County, State, or Federal law. Seller acknowledges, understands, and agrees that all photos and other means of advertisement generated by Brokerage Firm will enter the public domain and will not be retractable.
 - (c) Prepare informational sheet to provide to potential Buyers and any other promotional items as Brokerage Firm deems advisable; and
 - (d) Hold Broker's Opens, Open Houses and any other special showings as Brokerage Firm deems appropriate.
- B-3 **COMMUNICATION:** Brokerage Firm agrees to keep Seller informed of any potential interest in the Property, and to present all offers in a timely manner.
- B-4 **NEGOTIATING:** Brokerage Firm agrees to assist Seller in evaluating and negotiating all offers, subject to the constraints, if any imposed by dual agency.
- B-5 **ESCROW PROCESS:** Brokerage Firm agrees to assist and guide Seller to fulfill all of Seller's obligations agreed to in the Purchase Contract.
- B-6 **FAIR HOUSING LAWS:** Brokerage Firm complies with all State and Federal anti-discrimination laws. Protected classes in Hawai'i include: race; color; national origin; ancestry; religion; sex, including gender identity or expression; sexual orientation; handicap; disability; familial status; marital status; age; and human immunodeficiency virus infection.
- B-7 **RESPONSIBILITY FOR DISCLOSURE:** Brokerage Firm shall counsel Seller on Seller's and Brokerage Firm's obligations under Paragraph D-7(b) below.

SECTION C: SELLER'S REPRESENTATIONS

Seller represents that, unless otherwise specified in writing, Seller is not aware of any of the following conditions and Seller shall promptly notify the Listing Brokerage Firm in writing if Seller becomes aware of any of the following conditions during the Listing Period, which shall include any extension(s) of Listing Period:

- C-1 **FINANCING DEFAULTS AND DISTRESSED PROPERTY:** Any notice of default or pending foreclosure action against the Property.
- C-2 **DELINQUENT ASSESSMENTS:** Any delinquent assessments due under any loan or other obligation such as real property taxes, AOA, Homeowner, or Community Association dues, or child support or alimony payments.
- C-3 **INSOLVENCY:** Filings of bankruptcy, insolvency or similar proceedings affecting the Property.
- C-4 **LITIGATION:** Arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the value of the Property or Seller's ability to transfer the Property or title to the Property.
- C-5 **SPECIAL ASSESSMENTS:** Pending or proposed special assessments affecting the Property.
- C-6 **REGULATORY VIOLATIONS:** Violations of government regulations/ordinances related to the Property including any fines.
- C-7 **ASSOCIATION VIOLATIONS:** Violations of AOA and HOA/Community Association rules and regulations, Covenants, Conditions and Restrictions.
- C-8 **FINANCIAL OBLIGATIONS:** Financial obligations that may exceed the proceeds of the sale and may require a short sale approval.
- C-9 **LIENS AND JUDGEMENTS:** Encumbrances that affect conveyance of title to the Property.

SECTION D: SELLER'S OBLIGATIONS

- D-1 **COOPERATION:** Seller shall prepare the Property for showings and open houses. Seller shall provide Brokerage Firm with all pertinent information and documentation relating to the Property as required by HRS Section 508-D.
- D-2 **ACCESS:** Seller shall provide all necessary keys and/or key fobs to the Property, and shall allow access, as needed, during reasonable hours for showings, open houses, home inspections, including any other inspections such as termite inspectors, appraisers, surveyors, and other service providers. Access shall be limited as required by law in the case of tenant occupancy.
- D-3 **LOCK BOX:** Seller agrees to permit and will obtain written permission from any tenant to install a lock box or electronic key device on the Property, if not otherwise prohibited, to allow for showings and inspections.
- D-4 **SECURING VALUABLES:** Seller agrees to secure all valuables and medications and will instruct any occupants to secure their valuables and medications. Brokerage Firm will not be responsible for any valuables, or for loss or damage to real or personal property.
- D-5 **PROFESSIONAL ADVICE:** Seller is advised to consult an attorney, accountant, or other appropriate professionals. Seller is not relying upon Brokerage Firm for any such advice.
- D-6 **OFFERS:** Seller agrees to consider all offers presented by Brokerage Firm and to act in good faith to sell the Property. Seller shall respond in writing to any offers presented by Brokerage Firm, indicating acceptance, rejection or preparation of a counter offer.
- D-7 **DISCLOSURE OF MATERIAL FACTS:** Pursuant to Hawai'i Revised Statutes, Chapter 508D (for residential real property) and under common law (for all other real estate transactions, including the sale of vacant land) a Seller of residential real property is obligated to fully and accurately disclose in writing to a Buyer all "material facts" concerning the Property. "Material facts" are defined as "any fact, defect or condition, past or present, that would be expected to measurably affect the value to a reasonable person of the residential real property being offered for sale". Seller hereby agrees to provide a written disclosure statement to a Buyer containing any fact, defect or condition, past or present, that would be expected to measurably affect the value of the Property to a reasonable person. Such disclosure statement shall be prepared in good faith with due care and shall disclose all material facts relating to the Property that: (i) are within Seller's knowledge or control; (ii) can be observed from visible accessible areas or (iii) are required by Section 508D-15 of Hawai'i Revised Statutes.
- (a) Pursuant to 508D-15, Seller MUST include information in the Seller's Real Property Disclosure Statement if Property lies: (i) within the boundaries of a special flood hazard area as officially designated on Flood Insurance Administration (FEMA) maps; (ii) within the boundaries of the noise exposure area shown on maps prepared by the Department of Transportation in accordance with Federal Aviation Regulation Part 150-Airport Noise Compatibility Planning (14 Code of Federal Regulations Part 150) for any public airport; (iii) within the

BROKER'S INITIALS & DATE

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SELLER'S INITIALS & DATE

RR101 Rev. 10/21 For Release 5/22

Michael Miroyan

boundaries of the Air Installation Compatibility Use Zone of any Air Force, Army, Navy or Marine Corps airport as officially designated by military authorities or (iv) within the anticipated inundation areas designated on the Department of Defense's Civil Defense Tsunami Inundation Maps subject to the availability of maps that designate the four areas by TAX MAP KEY.

- (b) Seller understands that purposely or negligently failing to comply with this disclosure law may result in liability for damages. Seller further understands that if a written disclosure statement is not provided, or if inspection of the Property by a third party reveals facts inconsistent with or contradictory to Seller's disclosure statement, Hawai'i law requires that Brokerage Firm disclose those facts to Seller, Buyer and Buyer's agent. This obligation of disclosure limits Brokerage Firm's agency duty of confidentiality. Seller also understands that if, after Seller's disclosure statement has been delivered to Buyer and prior to closing, Seller becomes aware of information which was not previously disclosed or which makes any statement in the disclosure statement inaccurate and said information directly, substantially, and adversely affects the value of the Property, then Seller shall provide an amended disclosure statement, in writing, to Buyer within ten (10) days after the discovery and in no event later than twelve noon on the last business day prior to the recorded sale of the Property.

- D-8 **LEASEHOLD DISCLOSURE:** If the Property is a leasehold, Seller agrees to provide, at Seller's expense, a current leasehold disclosure as required by Hawai'i State law. Seller authorizes Brokerage Firm to order such a disclosure from a qualified professional, if such professional service is available.
- D-9 **FAIR HOUSING LAWS:** Seller agrees to comply with all Federal and State fair housing and anti-discrimination law that prohibits discrimination based upon Buyer's race; color; national origin; ancestry; religion; sex, including gender identity or expression; sexual orientation; handicap; disability; familial status; marital status; age; or human immunodeficiency virus infection. Seller could become aware of Buyer's inclusion in any of the above classes through various methods, including, but not limited to, personal meetings, open houses and showings, social media posts, cover letters, photographs, or other documentation.
- D-10 **SEX OFFENDER:** Hawai'i has enacted a law (Megan's Law) requiring sex offenders to register with the State Attorney General's office. If Seller has knowledge that a sex offender resides in the immediate area of the Property, Seller is required to disclose such information to Buyer.
- D-11 **PROSPECTS FROM PRIOR LISTINGS:** When signing this Listing Contract, Seller shall deliver to Brokerage Firm a copy of any valid prospect list as defined by Paragraph A-9 given to Seller from any earlier listing with another brokerage firm. If another brokerage firm earns a commission because of a sale to any prospect on such a list, Seller will not be obligated to pay current Brokerage Firm any commission unless otherwise agreed. However, should Seller fail to provide such a list from their previous listings, the Seller may be liable to pay multiple commissions.
- D-12 **MEDIATION AND ARBITRATION:** If any dispute or claim in law or equity arises out of this Contract, and the parties are unable to resolve the dispute, Seller agrees to attempt in good faith to settle such dispute or claim by non-binding mediation through the Local Board of REALTORS® or, in the event the Local Board of REALTORS® does not provide mediation services, then through a mutually agreed upon mediator. If the mediation is not successful, then Seller will consider arbitration and may seek legal counsel to make this determination. It is understood that if both parties are involuntarily named as defendants in a lawsuit by a third party in any matter arising out of this Contract, then this paragraph shall no longer be binding on either party.
- D-13 **ESCROW:** Escrow is a disinterested neutral third party that is selected by Seller and Buyer upon acceptance of a Purchase Contract to assist with the conveyance of the Property. Seller hereby assigns to Brokerage Firm the compensation referred to in Paragraph A-7.
- D-14 **COSTS:** Seller shall pay the following, including but not limited to:
- Agreed upon commission to Brokerage Firm as per A-7 above.
 - Customary closing costs which may include title fees, escrow fees, conveyance document preparation fee, notary fee, conveyance tax, termite and survey matters, etc.
 - Costs and fees required in providing the documentation required by Chapter 508D of the HRS as it relates to a Homeowner's Association of Apartment Owner's, and/or Community association.
 - Any other fees or costs that Seller is obligated to or agrees to be responsible for in the Purchase Contract; or legal fees that may arise in connection with the sale of the Property.

SECTION E: SELLER'S AUTHORIZATIONS AND CONSENTS

- E-1 **OTHER BROKERAGE FIRMS:** Seller authorizes Brokerage Firm to cooperate and share commissions with other brokerage firms.
- E-2 **OTHER CLIENTS:** Brokerage Firm may have agreements with other Sellers to market and sell their property. Seller agrees, consents and waives any objections should Brokerage Firm list and show similar properties as Seller's property.
- E-3 **RELEASE OF INFORMATION:**
- Seller authorizes Brokerage Firm and Escrow to obtain any information regarding mortgage balances, lease rents, maintenance fees, property management, collection accounts, real property taxes or like items. Some of this information will be available to prospective Buyers in MLS.
 - Seller hereby consents to publication of the Property information in MLS and to the use of this information for market studies and advice to clients or customers. Seller understands that Brokerage Firm is obligated to comply with all applicable MLS rules. MLS rules allow MLS data to be made available by the MLS to additional public Internet and social media sites unless Seller gives Brokerage Firm instructions to the contrary.

SECTION F: MISCELLANEOUS TERMS

- F-1 **Foreign Investment in Real Property Tax Act (FIRPTA): Withholding Required If Seller Is A Foreign Person.** Under the Internal Revenue Code, if Seller is a foreign person or entity (non-resident alien, corporation, partnership, trust or estate), then Buyer is generally required to withhold a specified percentage of the "amount realized" by Seller on the sale of the Property and forward the amount with the appropriate Internal Revenue Service ("IRS") form to the IRS. Such withholding may not be required if Seller obtains and provides Buyer with an authorized exemption or waiver from withholding. **Seller must complete the authorized exemption or waiver form, or Escrow will withhold/collect from Seller the required amount at closing and forward it to the IRS.** The current FIRPTA withholding amount is 15% of sales price, if applicable.
- F-2 **Hawai'i Real Property Tax Act (HARPTA): Withholding Required If Seller Is A Non-Resident Of The State Of Hawai'i.** Under Hawai'i law, if Seller is a non-resident person or entity (corporation, partnership, trust or estate) of the State of Hawai'i, Buyer must withhold a specified percentage of the "amount realized" by Seller on the sale of the Property and forward the amount with the appropriate form to the State Department of Taxation. Such withholding may not be required if Seller obtains and provides Buyer with an authorized exemption or waiver from withholding. **Seller must complete the authorized exemption or waiver form, or Escrow will withhold/collect from Seller the required amount at closing and forward it to the State Department of Taxation.** The current HARPTA withholding amount is 7.25% of sales price, if applicable.
- F-3 **CONFLICT IN TERMS:** Any handwritten word(s) in this Listing Contract prevails over any typed or printed word(s).

BROKER'S INITIALS & DATE

SELLER'S INITIALS & DATE

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F-4 **INDEMNIFICATION:** Seller agrees to indemnify, defend and hold Brokerage Firm harmless from actions on the part of Seller for fraud, misrepresentation or failure to disclose any material facts that may result in dispute, litigation judgement or attorney fees.

Seller also acknowledges that Seller's Property will be marketed and promoted to the general public through photos, videos, other media and open houses potentially exposing Seller's personal belongings and layout of the Property. Seller understands and acknowledges that Seller is solely responsible for preparing the Property and taking necessary measures to minimize the likelihood of injury or damage/loss to Seller's or Seller's tenant's or any other occupant's property (real and personal).

Seller expressly and voluntarily assumes all risks of loss, damage or injury to Seller, tenant, occupant or to their property, no matter how caused, occurring as a result of Brokerage Firm's performance under this Listing Contract. Seller hereby agrees to indemnify, release, forever discharge and hold harmless Brokerage Firm, its employees and agents from any and all liabilities, claims, demands, losses, costs and damages of whatever kind or nature, either in law or equity, which arise or may hereafter arise from Brokerage Firm's performance of its obligations under this Listing Contract, including, but not limited to, the marketing and promotion of the Property.

Seller and Brokerage Firm acknowledge that Seller and Brokerage Firm have read and agree to the terms and conditions of the Exclusive Right-to-Sell Listing Contract and any Addenda attached to the Listing Contract, including Exhibit A (MLS Input/Information form). Seller represents that if Seller is an individual, a trust, corporation, partnership, or other legal entity, and the person(s) signing below has/have the authority to sign on behalf of Seller.

Date _____
Seller's Name _____
Signature _____
Title _____
P.O. Box 3181 Saratoga, Ca. 95070
Address _____
Phone (408)913-3123 E-mail mac8881@me.com

Date _____
Seller's Name _____
Signature _____
Title _____
Address _____
Phone _____ E-mail _____

Date _____
Seller's Name _____
Signature _____
Title _____
Address _____
Phone _____ E-mail _____

Date _____
Seller's Name Hawaii Riverbend LLC
Signature _____
Title Owner/manager
Address _____
Phone _____ E-mail _____

Date _____
Seller's Name _____
Signature _____
Title _____
Address _____
Phone _____ E-mail _____

Date _____
Seller's Name _____
Signature _____
Title _____
Address _____
Phone _____ E-mail _____

Berkshire Hathaway HomeServices Hawaii Island Properties
Brokerage Firm

By: _____
Principal Broker or Broker-in-Charge Date

Seller acknowledges receipt of an executed copy of this Listing Contract and attached Addenda, if any, including Exhibit A (MLS Input/Information form).

SELLER'S INITIALS

NOTE: THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language, but there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES. This means that the Hawaii Association of REALTORS® is not liable to any Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to see their own attorneys about Chapter 487A (and other laws that may apply).

BROKER'S INITIALS & DATE

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Page 5 of 5

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Michael Miroyan

From: Michael Miroyan <mac8881@me.com>

Date: July 16, 2022 at 5:56:36 PM PDT

To: Steve Kolkey <steve@farsadlaw.com>

Subject: Re: DOCUMENTS REQUESTING AN EXTENSION OF TIME

Sat. July 16,

I just now can look give me 30 mins.

Michael Miroyan

mac8881@icloud.com

On Jul 16, 2022, at 3:21 PM, Steve Kolkey
<steve@farsadlaw.com> wrote:

Dear Michael,

Per Arasto's instructions, I'm sending you the documents for an extension of time to file a Response.

If you have any concerns, please let me know asap..Otherwise, we'd like to file these now.

Thank you.

Yours truly,

Steve Kolkey

Paralegal for Farsad Law Office, P.C.

<1-MIROYAN AND HR LLC -- EX PARTE APP TO EXTEND TIME TO RESPOND TO MOTION (7-16-22).pdf><2-MIROYAN AND HR LLC -- DEC OF AF IN SUPPORT OF EX PARTE APP TO EXTEND TIME TO RESPOND TO MOTION (7-16-22).pdf>

Office 2901

From: Michael Miroyan <mac8881@me.com>
Sent: Monday, July 18, 2022 2:29 PM
To: Office 2901
Subject: Fwd: [EXTERNAL] Fwd: DOCUMENTS REQUESTING AN EXTENSION OF TIME

Please print from Michael Miroyan in triplicate. Thank you

Sent from : #17phonemm'22

Begin forwarded message:

From: Michael Miroyan <mac8881@me.com>
Date: July 18, 2022 at 12:01:38 PM PDT
To: farsadlaw1@gmail.com
Subject: Fwd: [EXTERNAL] Fwd: DOCUMENTS REQUESTING AN EXTENSION OF TIME

File the documents that Your paralegal skipYour paralegal steve sent to me

Sent from : #17phonemm'22

Begin forwarded message:

From: Office 2901 <usa2901@fedex.com>
Date: July 18, 2022 at 11:53:40 AM PDT
To: Michael Miroyan <mac8881@me.com>
Subject: RE: [EXTERNAL] Fwd: DOCUMENTS REQUESTING AN EXTENSION OF TIME

There is no file attached for printing.
Please advise

FedEx Office | Store #2901 | phone 408.295.4336 | fax 408.279.0655
93 E San Carlos St, San Jose, CA 95112-3632 | usa2901@fedex.com | fedex.com

From: Michael Miroyan <mac8881@me.com>
Sent: Monday, July 18, 2022 11:51 AM
To: Office 2901 <usa2901@fedex.com>
Subject: [EXTERNAL] Fwd: DOCUMENTS REQUESTING AN EXTENSION OF TIME

Caution! This email originated outside of FedEx. Please do not open attachments or click links from an unknown or suspicious origin.

Please print in triplicate black-and-white single-sided only for Michael Miroyan 408-913-3123 I'll be there at 12:25pm to pick them up. Thank you.

Sent from : #17phonemm'22

Begin forwarded message:

receipt from
Arasto Farsad
7-15-22

1405 maybe later
Guerrero 2905 Senter Way
SC 95074
ARASTO

408 641 9966

FARSAD LAW I (A) GMALC.
com

> I Ach

\$8k 7N
CASH

THANK
YOU

7-15-22
/ 2.7.



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From: Michael Miroyan <mac8881@me.com>
Date: July 16, 2022 at 5:56:36 PM PDT
To: Steve Kolkey <steve@farsadlaw.com>
Subject: Re: DOCUMENTS REQUESTING AN EXTENSION OF TIME

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Michael Miroyan
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Office 2901

From: Michael Miroyan <mac8881@me.com>
Sent: Monday, July 18, 2022 11:56 AM
To: Office 2901
Subject: Fwd: [EXTERNAL] Fwd: DOCUMENTS REQUESTING AN EXTENSION OF TIME

Please print this email also in triplicate thank you very much for Michael Miroyan

Sent from : #17phonemm'22

Begin forwarded message:

From: Office 2901 <usa2901@fedex.com>
Date: July 18, 2022 at 11:53:40 AM PDT
To: Michael Miroyan <mac8881@me.com>
Subject: RE: [EXTERNAL] Fwd: DOCUMENTS REQUESTING AN EXTENSION OF TIME

There is no file attached for printing.
Please advise

FedEx Office | Store #2901 | phone 408.295.4336 | fax 408.279.0655
93 E San Carlos St, San Jose, CA 95112-3632 | usa2901@fedex.com | [fedex.com](https://www.fedex.com)

From: Michael Miroyan <mac8881@me.com>
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I just now can look give me 30 mins.
Michael Miroyan
mac8881@icloud.com

Office 2901

From: Michael Miroyan <mac8881@icloud.com>
Sent: Monday, July 18, 2022 2:23 PM
To: Office 2901
Subject: [EXTERNAL] Fwd: I have no documents attached to your email that you sent me

Caution! This email originated outside of FedEx. Please do not open attachments or click links from an unknown or suspicious origin.

Print in triplicate please for Michael Miroyan. Thank you.

Sent from : #17phonemm'22

Begin forwarded message:

From: Michael Miroyan <mac8881@me.com>
Date: July 18, 2022 at 11:57:14 AM PDT
To: steve@farsadlaw.com
Subject: I have no documents attached to your email that you sent me

And this is very important so please resend me the email with the documents

Michael Miroyan

Sent from : #17phonemm'22

RECEIVED
US BANKRUPTCY COURT

2022 JUL 18 P 3:56

280 SOUTH FIRST ST
SAN JOSE, CA 95113

RECEIVED

JUL 18 2022

U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

*filing req.
for ext of time*

Customer documents enclosed.



BANKRUPTCY COURT

2021 JUL 18 P 3:56

280 SOUTH FIRST ST
SAN JOSE, CA 95113

RECEIVED

JUL 18 2022

U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

Name:

Mike Mirojan

Case #:

29 - 50314